



# The Gujarat Government Gazette

## EXTRAORDINARY PUBLISHED BY AUTHORITY

Vol. LXII | MONDAY, FEBRUARY 15, 2021 / MAGHA 26, 1942

Separate paging is given to this Part in order that it may be filed as a Separate Compilation.

### PART IV-C

**Statutory Rules and Orders (Other than those published in Parts I, I-A and I-L) made by Statutory Authorities other than the Government of Gujarat including those made by the Government of India, the High Courts, the Director of Municipalities, the Commissioner of Police, the Director of Prohibition and Excise, the District Magistrates and the Election Commission, Election Tribunals, Returning Officers and other authorities under the Election Commission.**

**BY THE HIGH COURT OF GUJARAT AT AHMEDABAD  
NOTIFICATION  
No.C.3001/2021**

*The Arbitration Centre  
(Domestic and International),  
High Court of Gujarat Rules, 2021.*

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***PREAMBLE***

WHEREAS in the 16<sup>th</sup> All India Meet of State Legal Services Authorities held on 17-18 March, 2018 at Guwahati, Hon'ble Executive Chairman, NALSA observed that one of the mandates of NALSA is to promote Alternative Disputes Resolution mechanisms which include Arbitration. Arbitration can be held in most of the money suits and many of the parties involved in small amount money suits would be those who are entitled to free legal services under the Legal Services Authorities Act. They can be provided free services of Arbitration and those who are not covered by the Act may be charged small amounts. Thus, once Institutional Arbitration is started by NALSA it may even be a source of some earning for the Legal Services Institutions. However, the utility and methodology of having our own arbitration centres and their mode of working needs to be explored thoroughly.

WHEREAS the establishment of *the Arbitration Centre (Domestic and International), High Court of Gujarat*, is an initiative of the High Court at Gujarat, Ahmedabad.

AND WHEREAS these Rules are framed and duly approved by the High Court of Gujarat.

In exercise of powers conferred under Section 89 read with Rule 1-A of the Order X and Chapter X of the Civil Procedure Code, 1908, the High Court of Gujarat do hereby make "*The Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021*".

## **PRELIMINARY :-**

- 1. Title :-** These Rules shall be titled "*The Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021*".

These Rules shall come into force with effect from the date of its notification.

## **2. DEFINITIONS :-**

2.1 In these rules, unless the context otherwise requires,

- (a) "Act" means the Arbitration and Conciliation Act, 1996 (including amendments thereto or the re-enactment thereof);
- (b) "Arbitral Award" includes an interim, a partial or a preliminary and final award;
- (c) "Arbitral Tribunal" means a Tribunal consisting of person(s) acting as arbitrators or a sole arbitrator and includes an Emergency Arbitrator, selected from the panel of Arbitrators maintained by the Centre.
- (d) "Arbitrator" means a person appointed as an Arbitrator selected from the Panel of Arbitrators maintained by the Centre under these Rules;
- (e) "Board of Governors" means the Board comprising of Governors nominated by the Chief Justice under these Rules;
- (f) "Centre" means the Arbitration Centre (Domestic and International) High Court of Gujarat at Ahmedabad.
- (g) "Chief Justice" means Chief Justice of the High Court of Gujarat.
- (h) "Confirming Party" means a party to an arbitration agreement.
- (i) "Director" and "Deputy Director" mean the persons appointed as such under these Rules.
- (j) "Dispute" includes all disputes of differences of any kind whatsoever arising out of contractual relationship between the Confirming Party (ies) have agreed to refer to arbitration.
- (k) "Expert" means a person who has specialized knowledge in a particular subject or field, appointed under these Rules to assist the Arbitral Tribunal.
- (l) "High Court" means the High Court of Gujarat at Ahmedabad.
- (m) "Joint Memorandum" means a memorandum jointly signed by the parties in the format as provided at Schedule-II.
- (n) "Panel of Arbitrators" means the panel of Arbitrators constituted in accordance with these Rules.

- (o) "President" means a sitting Judge of the High Court nominated by the Chief Justice under these Rules;
- (p) "Request" means a written communication to the Centre to initiate arbitration proceedings in accordance with these Rules;
- (q) "Research Assistant" means a person appointed by the Board of Governors to assist the Directorate and the Arbitrators;
- (r) "Rules" means the Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021;
- (s) "Terms of Reference" means the areas, subjects and issues relating to the dispute for which a sole arbitrator or arbitrators are appointed for adjudication in accordance with law:

2.2 The words and phrases not defined in these Rules shall bear the same meaning as used or defined in the Act.

## **PART – I**

### **3. PATRON-IN-CHIEF :–**

The Chief Justice shall be the Patron-in-Chief of the Centre.

### **4. BOARD OF GOVERNORS :–**

- 4.1 There shall be a Board of Governors consisting of the following members:
  - a. Three Judges of the High Court of whom, one shall be the President, to be nominated by the Chief Justice.
  - b. The Director to be appointed by the Chief Justice from amongst the District Judges who shall be the Member Secretary of the Board of Governors, without any voting rights.
- 4.2 The Director shall convene the meeting of the Board of Governors as may be directed by the President or the senior-most member in absence of the President.
- 4.3 The Governing Council shall meet as and when required preferably at least once in two months.
- 4.4 **Powers of the Board of Governors:-**
  - 4.4.1 The Board of Governors shall have the following power:-
    - (1) To formulate rules and guidelines for the internal management of the Centre and generally to monitor and oversee the administration of the Centre.
    - (2) To recommend any amendment to the Arbitration Centre (Domestic and International), High Court of Gujarat Rules 2021.
    - (3) To constitute the panel of Arbitrators.
    - (4) To fix or revise the Arbitrators' fee.
    - (5) To remove an Arbitrator from the Panel if:
      - (a) any complaint of breach of duty or misconduct is received against him and the Board of Governors is of the opinion, after giving due opportunity of hearing that it would be expedient and in the interest of the Centre not to continue such person on the panel of Arbitrators; or
      - (b) he is unable to perform duty as the Arbitrator; or
      - (c) he has incurred any disqualification under the Act; or
      - (d) for any other reason the Board of Governors finds it necessary to do so.

- (6) To engage as many Research Assistants as may be necessary in order to assist the Directorate and the Arbitrators and to fix their tenure and for valid reasons to terminate their services before the expiry of the tenure and to decide the remuneration to be paid to them and other terms and conditions of engagement.
- (7) To consider the request of any other Arbitration Centre or Institution established under the aegis of the Supreme Court of India or the High Court of any other State, to hold the sittings of arbitration proceedings pending before such institutions at the Centre on such terms and conditions as may be decided and on a reciprocal basis, without, however, dislocating any prior commitment of the Centre.
- (8) To take all such decisions as may be warranted for the smooth and effective functioning of the Centre.

**PART – II**  
**THE DIRECTORATE**

**5. THE DIRECTOR :-**

- 5.1 There shall be a Director to supervise and manage the day-to-day affairs of the Centre, who shall be a serving District Judge under the control of the High Court shall and be appointed by the Chief Justice, as the Director. He will be in-charge of the Centre and act under the supervision of the Governing Council.
- 5.2 A serving Judicial Officer under the control of the High Court, shall be appointed by the Chief Justice as Deputy Director, who shall work under the supervision of the Director.
- 5.3 Such number of Research Assistants as may be appointed by the Board of Governors to assist the Director and the arbitrators
- 5.4 Such staff as may be appointed or deputed by the Chief Justice.

**6. DUTIES AND RESPONSIBILITIES OF THE DIRECTOR :-**

- 6.1 The Director shall be responsible for the day-to-day functioning of the Centre and shall be the custodian of the Centre. Without prejudice to the generality of this provision, the Director shall undertake the following tasks:
  - (a) Initiate action in respect of any request for arbitration of disputes in accordance with the Rules of the Centre.
  - (b) Notify the parties to comply with the requirements of filing of the Request and Reply and the submission within the prescribed timeframe.
  - (c) Maintain and update from time to time a profile of each Arbitrator on the panel of the Centre, and make it available in the public domain.
  - (d) Maintain a fact sheet of each arbitration case on the basis of the order sheet maintained by the Arbitral Tribunal.
  - (e) To call upon the parties to deposit the assessed Arbitrator's Fee and all other costs and expenses of the Centre.
  - (f) To assess the costs to be awarded by the Arbitral Tribunal.
  - (g) Where parties to arbitration who have not availed facilities of the Centre and governed by their independent procedure may with the joint memorandum (Schedule II-A) request the Director of the Centre to use facilities of the Centre on payment of fees as prescribed in Schedule- VI.

- (h) To take steps as may be necessary for timely completion of arbitration proceedings.
- (i) Carry out any directions given by the Board of Governors from time to time.
- (j) To organize workshops, conferences, symposia, seminars, etc., in the field of Alternative Dispute Resolution mechanism as per the directions of the Board of Governors.

- 6.2 The Director is hereby authorised to sue or be sued on behalf of the Centre.
- 6.3 All correspondence and communications to the Centre shall be addressed to the Director and all correspondence and communications on behalf of the Centre shall be made by the Director.

**PART - III*****PANEL OF ARBITRATORS*****7. PANEL OF ARBITRATORS:-**

- 7.1 The Board of Governors may constitute a panel of Arbitrators from amongst persons who are eligible and willing to act as Arbitrators and who in the opinion of the members of the Board of Governors are suitable for conducting arbitrations. All such persons are required to furnish a complete *curriculum vitae* in the prescribed form as given in Schedule-III.
- 7.2 The Director shall maintain a panel of Arbitrators together with information as to their qualifications, experience and current availability.
- 7.3 The Board of Governors may, at any time, add any new names to the panel or remove the name of any person from the panel upon his death, resignation or removal.
- 7.4 The Board of Governors may invite applications from eligible persons for their empanelment as panel Arbitrators and such applications shall be as per Schedule IV appended to these Rules and accompanied with special reference to the type of cases. which the proposed panel Arbitrators may prefer to be entrusted with.

**8. ELIGIBILITY:-**

- 8.1 Following persons shall be eligible to be included in the panel of Arbitrators
  - a. former judge of Supreme Court, High Court and of the District Court; or
  - b. an advocate within the meaning of the Advocates Act, 1961 having not less than ten (10) years of practice at the bar; or
  - c. a chartered accountant within the meaning of the Chartered Accountants Act, 1949 having ten (10) years of practice experience as a chartered accountant; or
  - d. a cost accountant within the meaning of the Cost and Works Accountants Act, 1959 having ten (10) years of practice experience as a cost accountant; or
  - e. a company secretary within the meaning of the Company Secretaries Act, 1980 having ten (10) years of practice experience as a company secretary; or
  - f. has been an officer of the Indian Legal Service; or

- g. has been an officer with law degree having ten (10) years of experience in the legal matters in the Government, Autonomous Body, Public Sector Undertaking or at a senior level managerial position in private sector; or
- h. an officer with engineering degree having ten (10) years of experience as an engineer in the Government, Autonomous Body, Public Sector Undertaking or
- i. a senior level managerial position in private sector or self-employed; or
- j. an officer having senior level experience of administration in the Central Government or State Government or having experience of senior level management of a Public Sector Undertaking or a Government company or a private company of repute; or
- k. a person, in any other case, having educational qualification at degree level with ten years of experience in scientific or technical stream in the fields of telecom, information technology, Intellectual Property Rights or other specialised areas in the Government, Autonomous Body, Public Sector Undertaking or a senior level managerial position in a private sector, as the case may be; or
- l. any person who has specialized knowledge in any field and who in the opinion of the Board of Governors may be useful in conducting arbitrations related to such field.

**PART – VI****9. WRITTEN COMMUNICATIONS AND THE CALCULATION OF PERIODS OF TIME :-**

- 9.1 For the purposes of these Rules, any notice, communication or proposal shall be in writing (“Written Communication”). Any such Written Communication may be delivered personally or by registered post or courier service, or transmitted by any form of electronic communication (including electronic mail and facsimile), or delivered by any other means that provides a record of its transmission. It shall be deemed to have been received if it is delivered to:
- (i) the addressee personally; and
  - (ii) the addressee’s habitual residence, place of business or address as specified in the agreement.
- 9.2 If none of the places referred to in Rule 9.1 can be found after making a reasonable inquiry, a written communication will be deemed to have been received if it is sent to the addressee’s last known place of business, habitual residence or mailing address by registered post or by any other means which provides a record of attempted delivery.
- 9.3 In the case of electronic communication, it will be deemed to have been delivered when transmitted, with reference to the recipient’s time zone.
- 9.4 For the purposes of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a Written Communication or proposal is received or deemed to have been delivered. When the day next following such date is a non-business day, in the place of receipt, the time period commences on the first following business day. If the last day of such period is a non-business day at the place of receipt, the period is extended until the first business day which follows. Non-business days occurring during the running of the period of time are included in calculating the period.
- 9.5 After the constitution of the Arbitral Tribunal, where any party delivers any Written Communication to the Arbitral Tribunal, it shall simultaneously deliver a copy to each arbitrator, all other parties, the Director and shall confirm in writing to the Arbitral Tribunal that it is so done.

***PROCEDURE FOR AND COMMENCEMENT OF ARBITRATION*****10.REFERENCE TO ARBITRATION :-**

- 10.1 Where parties to a contract including have agreed that any dispute or difference which may arise or has arisen, out of or in relation to a contract (Schedule-I), shall be referred to Arbitration in accordance with these Rules.
- 10.2 Where the parties sign a joint memorandum (Schedule-II) agreeing that their dispute shall be referred to arbitration in accordance with these Rules.
- 10.3 When the same is so referred through any proceedings in any Court, including:
  - (a) Where the Court refers the dispute under Section 89 of the Code of Civil Procedure, 1908 or the Judicial Authority refers the parties to arbitration under Section 8 of the Act;  
or
  - (b) Where the Chief Justice or his designate or any Court appoints an Arbitral Tribunal and directs that the arbitration shall be conducted under the aegis of the Centre or in accordance with these Rules.
- 10.4 Where parties have entered into an Arbitration agreement in any of the modes specified in Section 7 of the Act agreeing to refer their disputes to arbitration in accordance with the Rules of the Centre.

**11.REQUEST FOR ARBITRATION :-**

- 11.1 Arbitration proceedings under these Rules shall commence:
  - (a) on receipt of a Court referring the parties to arbitration; or
  - (b) when a party makes a request in writing to the Centre in accordance with Rule 11 (2) to commence the arbitration, whichever is earlier.
- 11.2 Any person desirous of initiating arbitration under these Rules, shall submit his request to the Director with a copy marked to the adversary party.
- 11.3 The request shall contain the following information:
  - a) the full names and contact details (including postal address(es), telephone number(s) and mobile number(s), facsimile number(s) and electronic mail address(es) of the claimant(s) and its legal representatives and successor(s) in interest, if any;

- b) name in full, description, contact details and address of each of the respondent(s), complete details including e-mail addresses and mobile numbers;
- c) a brief description of the nature and circumstances of the dispute giving rise to the claim;
- d) brief description of the parties (both the claimant(s) and the respondent(s));
- e) statement of the relief sought, including an indication of any amount claimed along with supporting documents, if any;
- f) relevant agreements and, in particular, an extract of the written arbitration clause or the deed of arbitration agreement, if separately contained.
- g) unless the parties have agreed otherwise:
  - (i) where the arbitration agreement provides for a sole arbitrator, the concurrence or otherwise with the proposed nomination of the party making request for Arbitration;
  - (ii) where the arbitration agreement provides for three or five member Arbitral Tribunal, the nomination of Arbitrator shall be as envisaged in such agreement.
- h) statements as to the applicable Rules or laws, if any, and the language in which the arbitration is to be conducted, and
- i) provisional “Terms of Reference” and the issues to be adjudicated;
- j) the order of the Court, if any, pursuant to which Arbitration is sought.
- k) The person so applying shall state under which sub-rule of these Rules he is making the request for Arbitration.

## **12. RESPONSE TO THE REQUEST FOR ARBITRATION :-**

- 12.1 The Respondent(s) shall simultaneously send to the party making a request for Arbitration and the Centre, a Response within thirty (30) days of receipt of the Request for Arbitration. The Response shall contain or be accompanied by:
- (a) a confirmation or denial of all or part of the claims, including the Claimant(s)’ invocation of the arbitration agreement in support thereof;
  - (b) the full names and contact details (including postal address(es), telephone number(s) and mobile number(s), facsimile number(s) and electronic mail address(es) of the Respondent(s) and its legal representatives and successor(s) in interest, if any;
  - (c) a statement briefly describing the nature and circumstances of the dispute and the defence to the claim, including counter-claims, if any, raised specifying the relief claimed, and the amounts of any quantified counter-

claims and, to the extent possible, an estimate of value of any other counter-claims;

- (d) any comment in response to any statements contained in the Request for Arbitration, or with respect to which the Respondent wishes to make a proposal, on matters relating to the conduct of the arbitration such as the number of arbitrator(s), the applicable rules of law, and the seat/place of arbitration;
- (e) unless the parties have agreed otherwise:
  - (i) where the arbitration agreement provides for a sole arbitrator, the concurrence or otherwise with the proposed nomination of the party making request for Arbitration;
  - (ii) where the arbitration agreement provides for three or five member Tribunal, the nomination of Arbitrator shall be as envisaged in such agreement.
- (f) confirmation that copies of the Response and the documents relied on have been or are being served simultaneously on all other parties, specifying the mode of service employed and the date of service, by documentary proof satisfactory to the Director of actual delivery (including the date of delivery);
- (g) confirmation that the requisite administrative charges have been paid.
- (h) The Response may also include the Statement of Defence and a Statement of Counter-claim, as referred below.

### **13. NORMS FOR APPOINTMENT OF ARBITRATOR :-**

In applying the provisions of Rule 16 set out below, the Centre shall ensure that if the parties have not previously agreed on the number of Arbitrators (i.e., one or three) and a request is received for appointment of Arbitrator/s by the Centre, the Director in consultation with the Board of Governors shall (as a rule) appoint a single Arbitrator in consonance with these rules. If the parties to the dispute, however, jointly request appointment of three Arbitrators or the agreement between the parties so specifies, then each of the parties shall nominate an Arbitrator from the panel maintained by the Centre and the Director in consultation with the Board of Governors shall appoint the Presiding Arbitrator. In all cases, the Tribunal shall consist of an odd number of Arbitrators.

### **14. CONSENT OF ARBITRATORS :-**

- 14.1 Soon after the selection of Arbitrators, the Director shall send an official communication to that effect to the parties and to the Arbitrators. The

Arbitrators so chosen shall give their consent in writing to the parties with a copy to the Centre (Schedule-III).

- 14.2 Along with the letter of consent, the Arbitrator shall also send a deceleration in terms of Section 12(5) of the Act in the prescribed form.
- 14.3 In the event of any party having an objection to the nomination of the Arbitrator or Arbitrators made by the President, any such objection shall be lodged, in writing, with the Directorate within seven days from the date of receipt of such intimation of nomination and the Board of Governors, shall consider the same and pass appropriate orders.

## **15. DISCLOSURES AND GROUNDS OF CHALLENGE :-**

- 15.1 When a person is approached in connection with his possible appointment as an Arbitrator, he shall disclose in writing any circumstances –
  - (a) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and;
  - (b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within the time stipulated under the Act.

Explanation 1 – The grounds mentioned in the Fifth Schedule to the Act shall guide in determining whether such circumstances exist which give rise to justifiable doubts as to the independence or impartiality of an Arbitrator.

Explanation 2 – The disclosure shall be made by such person in the form specified in the Fourth Schedule to these Rules.

- 15.2 An Arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall, without delay, disclose to the parties in writing any circumstances referred to in Rule 15.1 above, unless they have already been informed of them by him.
- 15.3 An Arbitrator may be challenged only if –
  - (a) circumstances exist that give rise to justifiable doubts as to his independence or impartiality, or
  - (b) he does not possess the qualifications agreed to by the parties.
- 15.4 A party may challenge an Arbitrator appointed by him, or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.

15.5 Notwithstanding any prior agreement to the contrary, any person whose relationship, with the parties or counsel or the subject-matter of the dispute, falls under any of the categories specified in the Seventh Schedule to the Act shall be ineligible to be appointed as an Arbitrator.

Provided that parties may, subsequent to disputes having arisen between them, waive the applicability of Rule 15.5 by an express agreement in writing.

## **16. APPOINTMENT OF ARBITRATORS/PRESIDING ARBITRATORS :-**

16.1 The Centre may appoint the Arbitrators or Presiding Arbitrator or forward names of persons to be appointed as Arbitrators or Presiding Arbitrator, as the case may be under the following circumstances:

- (a) Both parties voluntarily approach Centre for appointment of Arbitrators;
- (b) Centre is named in the agreement between parties as the appointing authority and on being called to make the appointment;
- (c) A Court or other authority direct the Centre to suggest name of persons for being appointed as Arbitrators or Presiding Arbitrator.
- (d) Arbitrators appointed by the parties approach the Centre for appointment of Presiding Arbitrator.

## **17. PARTIES TO THE DISPUTE APPROACHING THE CENTRE FOR APPOINTMENT OF ARBITRATOR :-**

17.1 Where the parties to a dispute arising out of an agreement or other arrangement (in which the Centre is not named as the appointing authority) or any of them approach the Centre for assistance in the matter of appointment of Arbitrators pursuant to an agreement amongst them, the following procedure shall be followed in the matter of appointment of Arbitrators.

- (i) The Centre shall obtain the consent of all parties to the dispute in writing to act as appointing authority.
- (ii) It shall assist the parties, within fifteen (15) days of obtaining the consent of the concerned parties to choose mutually agreed Arbitrator/s from the panel maintained by the Centre and upon such agreement appoint the Arbitrator/s.
- (iii) If the parties cannot mutually agree to the appointment of Arbitrator/s, the Director in consultation with the Board of Governors shall within a further period of ten (10) days from the period mentioned in clause (ii) above, appoint Arbitrator/s from and out of the panel maintained by the Centre.

- (iv) Appointment of Arbitrator/s shall be communicated to the parties and the Arbitrator/s.

#### **18. APPOINTMENT OF ARBITRATOR IN CASES WHERE THE CENTRE IS NAMED AS APPOINTING AUTHORITY IN AGREEMENT :-**

- 18.1 Where the Centre is named as the appointing authority in the agreement governing the parties, the following procedure shall be followed in the matter of appointment of Arbitrators.
- (i) Within fifteen (15) days of receipt of a request from any party to such agreement, the Director in consultation with the Board of Governors shall appoint an Arbitrator or such member of arbitrators as envisaged in the agreement from its panel, mutually acceptable to the parties.
  - (ii) If within fifteen (15) days from receipt of request from one party to the dispute, a mutually agreed Arbitrator or Arbitrators cannot be appointed then the Director in consultation with the Board of Governors shall proceed to appoint the Arbitrator(s) within a further period of ten days.

#### **19. SUPREME COURT, HIGH COURT, SUBORDINATE COURTS OR OTHER AUTHORITIES REFERRING MATTERS TO CENTRE FOR APPOINTMENT OF ARBITRATORS :-**

Where the High Court or any Court or other authority competent to do so refers a matter to the Centre for suggesting names of Arbitrators or Presiding Arbitrator, the following procedure shall apply:-

- (i) If within fifteen days from receipt of the directions from the Court or authority, a mutually agreed Arbitrator/s or presiding Arbitrator, as the case may be, cannot be suggested then the Director in consultation with the Board of Governors shall proceed within a further period of ten days to suggest Arbitrator/s or presiding Arbitrator, as the case may be, and duly inform the court or authority about the same.

#### **20. ARBITRATORS APPOINTED BY PARTIES APPROACHING CENTRE FOR APPOINTMENT OF PRESIDING ARBITRATOR :-**

- 20.1 Where two or more Arbitrators appointed by parties to a dispute approach the Centre for appointment of the Presiding Arbitrator, the following procedure shall be followed:-
- (i) Within (15) fifteen days of receipt of such a joint request, the Director in consultation with the Board of Governors shall appoint an Arbitrator from its panel mutually acceptable to the Arbitrators appointed by the parties.

(ii) If within (15) fifteen days from receipt of request from the Arbitrators appointed by parties, a mutually acceptable Presiding Arbitrator cannot be appointed then the Director in consultation with the Board of Governors shall proceed to appoint a Presiding Arbitrator within a further period of ten days.

## **21. REPLACEMENT OF ARBITRATORS :-**

- 21.1 An arbitrator shall be replaced upon death, the arbitrator's resignation, acceptance by the Centre of a valid challenge, or receipt by the Centre of a written request by all the parties for the arbitrator's removal.
- 21.2 An arbitrator shall also be replaced on the Centre's own initiative, when it decides that the arbitrator is prevented *de jure* or *de facto* from fulfilling the arbitrator's functions, or that the particular arbitrator (in the opinion of the Centre) is not fulfilling those functions in accordance with the Rules or within the prescribed time limits.
- 21.3 When, on the basis of information that has come to its attention, the Centre considers applying sub-clause (2), it shall decide on the matter after the arbitrator concerned, the parties and any other members of the Arbitral Tribunal have had an opportunity to comment in writing within a reasonable period of time. Such comments shall be communicated to the parties and to the Arbitral Tribunal.
- 21.4 When an arbitrator is to be replaced for any reason, a substitute arbitrator shall be appointed pursuant to the rules that were applicable to the appointment of the arbitrator being replaced.
- 21.5 The Centre may determine that any opportunity given to a party to make any re-nomination (under these Rules or otherwise) shall be waived if not exercised within fourteen (14) days (or such lesser or greater time as the Centre may determine in its discretion), after which the Centre shall appoint the replacement arbitrator without such re-nomination. Once reconstituted, and after having invited the parties to comment, the Arbitral Tribunal shall determine if and to what extent proceedings that have already taken place shall be repeated before the reconstituted Arbitral Tribunal.

## **22. COMMUNICATION AND COMMENCEMENT OF THE ARBITRATION PROCEEDINGS :-**

- 22.1 In all cases of appointment of Arbitrators including Presiding Arbitrator, as soon as the appointment is made, the same shall be communicated to the parties to the dispute and the Arbitrators.

- 22.2 Soon after the appointment of the Arbitrator/s, first meeting of the Arbitrator/s shall be convened in accordance with these Rules.

### **23. INTERIM RELIEF :-**

- 23.1 The Arbitral Tribunal may, at the request of a party, issue an order granting an injunction or any other interim relief it deems appropriate. The Arbitral Tribunal may order the party requesting interim relief to provide appropriate security in connection with the relief sought.
- 23.2 Where permitted under applicable law, a party may apply to any court or other judicial authority for interim or conservatory relief. Any such application is permissible solely to the extent that the Arbitral Tribunal has no power or is unable for the time being to act effectively. Any application and any order for such measures after the formation of the Arbitral Tribunal shall be promptly communicated by the applicant to the Arbitral Tribunal and to all other parties.

### **24. FILING OF STATEMENT OF CLAIM :-**

- 24.1 The party making the request, shall file his Statement of Claim and documents if not filed earlier with the statement of claim within (30) thirty (30) days thereof or within such time, as may be specified by the Director.
- 24.2 The Statement of Claim shall *inter-alia*, include the following details:
- (a) a statement of facts supporting the claim;
  - (b) legal grounds or arguments supporting the claim;
  - (c) the relief claimed, together with the amount of all qualified claims.
- 24.3 The claimant shall submit sufficient number of copies of the Request and the Statement of Claim and documents if any being one copy for the Centre, one copy for each Arbitrator (if the number of Arbitrators is mentioned in the arbitration agreement) and one copy for each Respondent.
- 24.4 The Claimant shall also make a tentative advance payment of his share of the administrative and miscellaneous expenses and also the Arbitrator's fee, as may be prescribed.
- 24.5 In the event the Claimant fails to comply with any of the aforesaid requirements, the Director may fix a time limit within which the Claimant shall comply, failing which, the file shall be deemed to be closed. However, it would open for the Claimant to submit the claim afresh in accordance with these Rules.

24.6 The Director shall send a copy of the Request, Statement of Claim and the documents if annexed thereto, at the earliest to the respondent for his Reply to the Request.

## **25. FILING OF STATEMENT OF DEFENSE AND COUNTERCLAIM :-**

25.1 On receipt of the Statement of Claim from the Centre, the respondent shall submit his written Statement of Defence and Counterclaim to the Centre within 30 (thirty) days or otherwise along with the following:

- a) his name in full, description, contact details and address;
- b) confirmation or denial of all or part of the Claim made by the Claimant in the Statement of Claim;
- c) comments in response to the nature and circumstances of the dispute giving rise to the Claim contained in the Request;
- d) response to the relief sought in the Request;
- e) statement describing the nature and circumstances giving rise to any Counter-Claim, if any, including all relevant or supporting documents;
- f) provisional "Terms of Reference" and the issues to be adjudicated;
- g) comments, if any, concerning the number of Arbitrators and their choice in the light of the Claimant's proposals; and
- h) Statements, if any, as to the applicable Rules or law and the language to be used in conducting the arbitration proceedings;

25.2 The Director may, on sufficient grounds made out explaining the delay, grant an extension of time for filing Statement of Defense and Counterclaim, if any, to the Respondent, upon payment of such costs as may be deemed appropriate and within such time as may be specified;

Provided, that the request for extension of time shall be entertained ordinarily only once and such extension shall not exceed thirty days at a time.

25.3 If the Respondent fails to file his Statement of Defense and Counterclaim, if any, the Director shall proceed further in accordance with the Rules.

25.4 Failure of the Respondent to file his Statement of Defense and Counterclaim, if any, within the time stipulated or the extended time shall constitute a waiver of the Respondent's right to file the Reply.

25.5 Copies of the Statement of Defense and Counterclaim, if any, shall be supplied to the Directorate in sufficient number, i.e. one copy for the Centre, one copy to each Arbitrator (if the number of Arbitrators is mentioned in the arbitration agreement) and one copy for the Claimant and one copy for each of the other party or parties.

- 25.6 A copy of the Statement of Defense and Counterclaim, if any, and the documents annexed thereto shall be supplied by the Director to the Claimant and each of the other parties.
- 25.7 Within (3) three weeks of receipt of Statement of Defense, the Claimant may file a Rejoinder failing which his right to file a Rejoinder shall stand forfeited unless the Director, for reasons to be recorded in writing on the application of the claimant, extends time for filing a Rejoinder by which shall ordinarily not exceed two weeks.
- 25.8 In the event of the Respondent making a Counter-Claim, he shall make a tentative advance payment of his share of the Arbitrator's fee and administrative and miscellaneous expenses, as may be prescribed.

## **26.JOINDER OF ADDITIONAL PARTIES :-**

- 26.1 The Arbitral Tribunal may implead a party to the arbitral proceedings with the written consent of all the parties to the arbitration agreement and written consent of the party to be impleaded.
- 26.2 The proportionate administrative costs and Arbitral Tribunal's fee prescribed in the Rule 44 shall be payable by the newly added party.
- 26.3 The Arbitral Tribunal will determine the proportionate share of administrative costs and fee if there are more than two parties.

## **27.DISCOVERY AND INSPECTION OF DOCUMENTS :-**

- 27.1 The parties are entitled to seek discovery and inspection of documents by making an application at the earliest to the Director and on such application being filed, the Director may call upon the other party to produce such document for inspection which shall be done within 15 (Fifteen) days from the date of the receipt of such direction unless the party has a good reason for non-production of the document. The time prescribed for filing of pleadings as provided herein above shall stand extended by the time taken for discovery and inspection.

## **28.AUTHORITY TO REPRESENT AND ASSIST THE PARTY :-**

- 28.1 Each party shall inform, in writing, the other party and the Director of–
- name and address of the person who will represent or assist him or her, and
  - capacity in which such person will act.

28.2 Once the Arbitral Tribunal has been established, the parties or their representatives shall communicate in writing directly with the Arbitral Tribunal, with a copy of the communication addressed to the Directorate, for information, wherever necessary.

## **29. NOTICES AND COMMUNICATIONS :-**

29.1 All notices or communications from the Director and the Arbitral Tribunal shall be in writing and deemed to have been duly delivered when sent to the last known address of the party or the duly notified representative of such party. Such notice or communication may be made by any one of the following modes, namely, delivery against receipt, registered post, courier, facsimile transmission, telex, or any other means of electronic communication that provides a record of such communication.

## **30. MULTI - PARTY ARBITRATION :-**

Where disputes involve more than two parties and involve a series of interconnected contracts, the parties may agree for arbitration by an Arbitral Tribunal consisting of three or more odd number of Arbitrators, and may, by mutual agreement, decide as to the appointment of Arbitrators, failing which, the President in consultation with the Board of Governors shall appoint the desired number of Arbitrators.

## **31. TERMS OF REFERENCE AND ARBITRATION SCHEDULE :-**

- 31.1 On appointment of Arbitral Tribunal, the Directorate shall compile the documents and pleadings (i.e., Claims statement, counter statement and Rejoinder, counter claim, reply to counter claim and Rejoinder) and provisional "Terms of Reference", if any, furnished by the parties, and send it to the Arbitral Tribunal (one copy to each arbitrator, where there are more than one arbitrator) and within fifteen days from the date of the receipt of the same, the Arbitral Tribunal shall draw up the "Terms of Reference".
- 31.2 Soon after the "Terms of Reference" have been drawn up by the Arbitral Tribunal, the Directorate shall prepare, in consultation with the Arbitral Tribunal and the parties, a time-table for the conduct of the arbitration and shall communicate it to each of them. The time-table shall specify:
- a) the period within which the parties would file statement of witnesses by way of affidavit which shall be treated as their depositions made in examination-in-chief.

- b) the dates when the Arbitral Tribunal shall record oral evidence to be adduced by the parties by way of cross examination of the witnesses who have tendered their affidavit evidence (treated as their deposition in examination-in-chief deposition) and such other oral depositions as the Arbitral Tribunal may permit.
  - c) the dates when the parties would address their arguments before the Arbitral Tribunal.
- 31.3 The time-table so fixed shall remain firm and binding on all concerned.
- 31.4 The Arbitral Tribunal shall communicate the time-table through the Director and also the time period for publication of the Award.
- 31.5 In the absence of any specific provision in these Rules, the parties are free to agree on the procedure to be followed by the Arbitral Tribunal in conducting its proceedings.
- 31.6 Failing any agreement between the parties about the procedure to be followed, the Arbitral Tribunal may conduct the proceedings in the manner it considers appropriate.

### **32. CONSOLIDATION OF PROCEEDINGS :-**

- 32.1 On the date fixed for framing of the “Terms of Reference” or anytime thereafter, the Arbitral Tribunal may, with the consent of the parties, direct consolidation of two or more arbitral proceedings before it, if the disputes or differences therein are identical and between the same parties or between parties having commonality of interest or where such disputes arise out of separate contracts but relate to the same transaction.

### **33. ADDITIONAL CLAIMS OR COUNTER-CLAIMS :-**

- 33.1 After the “Terms of Reference” have been approved/ drawn up by the Arbitral Tribunal, no party shall make any Additional Claim or Counter-Claim which falls outside the limits of the “Terms of Reference” unless permitted by the Arbitral Tribunal.

### **34. HEARING PROCEDURE :-**

- 34.1 Unless agreed between the parties in writing the Arbitral Tribunal shall hold oral hearings.
- 34.2 Unless the Arbitral Tribunal decides to hold hearings at such other places for any reason as it may deem necessary all hearings shall take place at the centre at Ahmedabad or any other centre established as per these rules.

- 34.3 After the conclusion of evidence and hearing the Arbitral Tribunal shall pronounce the Award on a date which shall be intimated to the parties.
- 34.4 The award shall be made within a period of twelve months from the date arbitral tribunal enters upon the reference.
- 34.5 The parties may, by consent, extend the period of twelve months for further period of not exceeding six months.
- 34.6 If the award is not made with the sub-Rule 4 and 5 of Rule 34, the mandate of the arbitrator shall terminate, unless the High Court extend the said period, on an application by any party.

**PART - V****TIME SCHEDULE FOR THE ARBITRATION, SUMMARY ARBITRATION  
AND EMERGENCY ARBITRATION****35.SUMMARY PROCEDURE :-**

- 35.1 Notwithstanding anything contained hereinbefore, the parties may mutually agree, in writing, adopting the summary procedure for resolution of their disputes or differences.
- 35.2 In adopting the summary procedure the parties shall sign an undertaking (Schedule V) in writing to the effect that they shall dispense with the necessity of oral evidence.
- 35.3 The Claimant shall submit documents in support alongwith the Request, in terms of Rule 11 of these Rules, to the Director and simultaneously supply a copy to the other party.
- 35.4 The other party shall, within fifteen days of the receipt of the documents referred to in sub-rule (3), submit its reply, in terms of Rule 12 of these Rules, to the Centre, together with documents in support of the reply.
- 35.5 The parties may appoint a sole arbitrator from the panel of arbitrators within a period of fifteen days after the expiry of the date specified in sub-rule (4) and communicate the same to the Centre. If parties fail to reach an agreement, the Director in consultation with the Board of Directors shall make such appointment within one week after the expiry of said period of fifteen days.
- 35.6 The parties shall notify the Director their estimate of time required to be spent by the Arbitral Tribunal to hear oral address by the parties. Based on such estimate, the Centre shall determine the time-table, in consultation with the arbitrator and notify the parties.
- 35.7 Any relevant document that could not be filed at the stage as provided under sub-rules (3) and (4), for the reason that either the party was not aware of its existence or was unable to locate the same despite reasonable efforts, may be filed at a later stage, if permitted by a written order of the Arbitral Tribunal subject to payment of costs, as may be determined. The Arbitral Tribunal before taking the documents on record must satisfy itself that the document is relevant, material and necessary for the resolution of the dispute(s) before it.

Provided, that no such document may be filed after the list of disputes have been drawn up by the Arbitral Tribunal.

- 35.8 Soon after appointment of the sole arbitrator, the Director, in consultation with the arbitrator, shall notify the parties, the date of hearing which shall ordinarily not be later than fifteen days from the date of appointment.
- 35.9 On the date of hearing, the Arbitral Tribunal shall settle list of disputes in consultation with the parties and same shall be signed by parties as well as by the Arbitral Tribunal. The parties shall thereafter proceed to address oral argument based on records of the case.
- 35.10 The Arbitral Tribunal would as far as possible make its Award within thirty days after conclusion of oral address by the parties.

### **36.EMERGENCY ARBITRATOR :-**

- 36.1 A party in need of emergency interim relief prior to the constitution of the Tribunal may apply for such relief pursuant to the procedures set forth herein below.
  - (1) A party in need of emergency relief may, concurrent with or following the filing of a Notice of Arbitration but prior to the constitution of the Tribunal, make an application for emergency interim relief. The party shall notify the Director and all other parties in writing of the nature of the relief sought and the reasons why such relief is required on an emergency basis. The application shall also set forth the reasons why the party is entitled to such relief. Such notice must include a statement certifying that all other parties have been notified or an explanation of the steps taken in good faith to notify other parties. The application shall also be accompanied by payment of any fees set by the Registrar for the proceedings.
  - (2) The Board of Governors shall, if it determines that the Centre should accept the application, seek to appoint an Emergency Arbitrator within one business day of receipt by the Director of such application and payment of any required fee.
  - (3) Prior to accepting appointment, a prospective Emergency Arbitrator shall disclose to the Director any circumstance that may give rise to justifiable doubts as to his impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made within one

business day of the communication by the Director to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.

- (4) An Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute, unless agreed by the parties.
- (5) The Emergency Arbitrator shall, as soon as possible but in any event within two business days of appointment, establish a schedule for consideration of the application for emergency relief. Such schedule shall provide a reasonable opportunity to all parties to be heard, but may provide for proceedings by telephone conference or on written submissions as alternatives to a formal hearing. The Emergency Arbitrator shall have the powers vested in the Tribunal pursuant to these Rules, including the authority to rule on his own jurisdiction, and shall resolve any disputes over the application.
- (6) The Emergency Arbitrator shall have the power to order or award any interim relief that he deems necessary. The Emergency Arbitrator shall give reasons for his decision in writing. The Emergency Arbitrator may modify or vacate the interim award or order for good cause shown.
- (7) The Emergency Arbitrator shall have no further power to act after the Tribunal is constituted. The Tribunal may reconsider, modify or vacate the interim award or order of emergency relief issued by the Emergency Arbitrator. The Tribunal is not bound by the reasons given by the Emergency Arbitrator. Any order or award issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Tribunal is not constituted within 90 days of such order or award or when the Tribunal makes a final award or if the claim is withdrawn.
- (8) An order or award pursuant to an application under this rule shall be binding on the parties when rendered. By agreeing to arbitration under these Rules, the parties undertake to comply with such an order or award without delay.
- (9) The costs associated with any application under this rule shall initially be apportioned by the Emergency Arbitrator, subject to the power of the Tribunal to determine finally the apportionment of such costs.
- (10) These Rules shall apply as appropriate to any proceeding, taking into account the inherent urgency of such a proceeding. The Emergency Arbitrator may decide in what manner these Rules shall apply as appropriate, and his decision as to such matters is final and not subject to appeal.
- (11) Additional 15% of the fees is payable to the Arbitrator in accordance with the fees structure in given under Rule 44 of these Rules.

## **PART - VI**

### **RULES OF PROCEDURE**

#### **37. DEFAULT OF PARTIES :-**

- 37.1 If any party to an arbitration agreement, in spite of due service of notice, fails to participate in the arbitration proceedings at any stage before the signing of "Terms of reference", then such party shall be set ex-parte and a notice to this effect shall be sent to the defaulting party along with a copy to the other party or parties.
- 37.2 If any confirming party, in spite of due service of notice, refuses or fails to take part in the arbitration proceedings, such party shall be placed ex-parte by the Arbitral Tribunal and a notice to this effect shall be issued to such party. However, this shall not preclude such party from participating in any subsequent proceedings of the Arbitration with the leave of the Tribunal, on such terms as it may impose.

#### **38. APPOINTMENT OF EXPERTS :-**

- 38.1 The Arbitral Tribunal may, unless otherwise agreed by the parties in writing:
  - a) appoint one or more experts to advise /opine on specific issues to be determined by the Arbitral Tribunal, and
  - b) require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for inspection.
- 38.2 If a party so requests or if the Arbitral Tribunal deems it necessary, the expert shall, after delivery of his written or oral opinion, participate in an oral hearing where the parties have the opportunity to examine and question the witness as regards his or her report.
- 38.3 The fees and costs of any expert appointed by a party shall be borne by the party appointing him. If the expert is appointed by the Arbitral Tribunal, the fees and costs of such appointment, unless otherwise directed by the Arbitral Tribunal, shall be shared equally by all the parties.

**39.APPLICATION FOR ADJOURNMENT :-**

- 39.1 Any party including the Union or the State Government or its instrumentalities seeking adjournment or change in the timetable fixed for the arbitration proceedings shall file a written request, supported by reasons and documents, if any, and the Arbitral Tribunal may grant the same after recording its reasons in writing and subject to payment of costs at the rate of a minimum of Rs. 3,000/- (Rupees Three Thousand only) per day, which shall be payable by such party to the Arbitration Centre.
- 39.2 The Arbitral Tribunal shall however keep in view the time schedule fixed for completion of the Arbitration Proceedings while considering the prayer for adjournment.
- 39.3 For removal of doubts, it is clarified that the Arbitral Tribunal may, in addition to the above costs payable to the Centre also determine costs payable, by the party seeking adjournment, to the opposite party or parties.

**40.CONFIDENTIALITY :-**

- 40.1 The parties, the Centre and the Tribunal shall at all times treat all matters relating to the proceedings and the Award as confidential.
- 40.2 A party or any Arbitrator shall not, without the prior written consent of all the parties, disclose to a third party any such matter except:
  - (a) for the purpose of making an application to any competent Court of any state to enforce or challenge the Award;
  - (b) pursuant to the order of or a subpoena issued by a Court of competent jurisdiction;
  - (c) for the purpose of pursuing or enforcing a legal right or claim;
  - (d) in compliance with the provisions of the laws of any state which are binding on the party making the disclosure;
  - (e) in compliance with the request or requirement of any regulatory body or other authority; or
  - (f) pursuant to an order by the Arbitral Tribunal on application by a party with proper notice to the other parties.
- 40.3 In this Rule, “matters relating to the proceedings” means the existence of the proceedings and the pleadings, evidence and other materials in the arbitration proceedings and all other documents produced by another party in the proceedings or the Award arising from the proceedings, but excludes any matter that is otherwise in the public domain.

40.4 The Arbitral Tribunal has the power to take appropriate measures, including issuing an order or Award for sanctions or costs, if a party breaches the provisions of this Rule.

#### **41.REFERENCE TO MED-ARB :-**

- 41.1 Confirming Parties to an arbitration agreement may, at any time before the commencement of the Arbitration Proceedings or while the arbitration proceedings are in progress, opt for mediation, and request the arbitral tribunal or the Director, as the case may be to put the arbitration proceedings on hold to enable the parties to resolve their disputes amicably.
- 41.2 The parties should convey their request to the Arbitral Tribunal, or if the Arbitral Tribunal is not in session, to the Director, or to the Director before appointment of Arbitral tribunal.
- 41.3 The Arbitral Tribunal shall accept the request of the parties and keep in abeyance the arbitration proceedings, relegating the parties to Med-Arb.
- 41.4 If the parties settle the dispute through Mediation, the settlement agreement executed between the parties shall be forwarded to the Arbitral Tribunal, which shall, on receipt of the settlement agreement, after taking into consideration objections, if any and further taking into consideration executability of the settlement, makes an award on the basis of resultant settlement terms – remove words -proceed in accordance with Rule 31-C.
- 41.5 Before appointment of the Arbitral Tribunal, if the parties settle the dispute through Mediation, the settlement agreement executed between the parties shall be forwarded to the Director, which shall, on receipt of the settlement agreement, makes an award on the basis of resultant settlement terms.
- 41.6 Such Award as passed to record settlement between the parties should contain an express statement on its face that it is an award made at the parties' joint request and with their consent.

#### **42.SETTLEMENT OF DISPUTE :-**

- 42.1 The Arbitral Tribunal may encourage settlement of the dispute with the agreement of the parties.

- 42.2 If during the arbitration proceedings, the parties settle the dispute, the Arbitral Tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the Arbitral Tribunal, record the settlement in the form of an Arbitral Award on agreed terms.
- 42.3 Such Award as passed to record settlement between the parties should contain an express statement on its face that it is an award made at the parties' joint request and with their consent.

### **43. DEPOSITS :-**

- 43.1 The Director may require the parties, before referring the case to the Arbitral Tribunal, to deposit in advance in one or more installments, such sums of money as he deems necessary to defray miscellaneous expenses and the Arbitrator's fee.
- 43.2 The deposits shall be called for in equal share from the Claimant(s) and the Respondent(s). The Director may, during the course of the arbitration proceedings, require further sums to be deposited by the parties or anyone of them to meet the costs of the arbitration.
- 43.3 When one of the parties neglects or refuses to make the deposit, the Director may require such deposit, whether in relation to a Claim or a Counter-Claim, to be made by the other party to the dispute and costs so deposited shall follow the cause.
- 43.4 The Arbitral Tribunal shall proceed only in respect of those Claims or Counter-Claims for which the deposits have been duly paid to the Centre and otherwise may order the suspension or termination of the arbitral proceedings.
- 43.5 All deposits towards administrative expenses, miscellaneous expenses and Arbitrator's fee shall be made through the Centre and no payment shall be made directly to the Arbitrators, by the parties. The deposit made by the parties shall be taken into account by the Arbitral Tribunal in apportioning the costs while making the Arbitral Award. Any deposit made in excess shall be refunded to such party as the Arbitral Tribunal may direct.
- 43.6 The Centre shall have a lien on the Arbitral Award for any unpaid costs and fees of the arbitration.

- 43.7 All the deposits towards the administrative expenses, other expenses and the Arbitrator's fee shall be paid by the parties in the form of Demand draft or Pay Order drawn in favour of the Director, Arbitration Centre.
- 43.8 The Director shall decide any dispute, as between the parties, regarding the quantum, the liability or any other issue regarding the deposit of the administrative and miscellaneous expenses and such decision shall be final.
- 43.9 When the party instituting a case desires to withdraw it before the Arbitral Tribunal has been constituted, the Director shall return to him any deposits made by him after deducting such charges as he might have incurred in connection with the cases.
- 43.10 All deposits shall be made to and held by the Centre. Any interest which may accrue on such deposits shall be retained by the Centre.

#### **44. ARBITRATORS FEES :-**

**44.1** Irrespective of the total number of sittings of the arbitral proceedings/hearing, the full and final fees of each Arbitrator shall be as under...

<b>Sums in Dispute</b>	<b>Retired District Judge, Expert and Lawyer</b>	<b>Retired High Court Judge and Designated Senior Lawyer</b>	<b>Retired Supreme Court Judge</b>
Upto 5,00,000/- (Rupees Lakhs only)	Rs. Five	Rs.25,000/- (Rupees Twenty Five thousand only)	Rs.35,000/- (Rupees Thirty Five thousand only)
Above 5,00,000/- (Rupees Lakhs only) upto Rs.20,00,000/- (Rupees Twenty Lakhs only)	Rs. Five	Rs.25,000/- (Rupees Twenty Five thousand only) plus 3.5 per cent of the claim amount over and above Rs.5,00,000 (Rupees Five Lakhs only)	Rs.35,000/- (Rupees Forty Five thousand only) plus 3.5 per cent of the claim amount over and above Rs.5,00,000 (Rupees Five Lakhs only)

Above Rs.20,00,000/- (Rupees Twety Lakhs only) upto Rs. 1,00,00,000/- (Rupees One Crore only)	Rs.77,500/- (Rupees Seventy Seven Thousand Five Hundred Only) plus 3 per cent of the claim amount over and above Rs.20,00,000 (Rupees Twenty Lakhs only)	Rs.87,500/- (Rupees Eighty Seven Thousand Five Hundred Only) plus 3 per cent of the claim amount over and above Rs.20,00,000 (Rupees Twenty Lakhs only)	Rs.97,500/- (Rupees Ninty Seven Thousand Five Hundred Only) plus 3 per cent of the claim amount over and above Rs.20,00,000 (Rupees Twenty Lakhs only)
Above Rs. 1,00,00,000/- (Rupees One Crore only) upto Rs. 10,00,00,000/- (Rupees Ten Crores only)	Rs.3,17,500/- (Rupees Three Lakhs Seventeen Thousand Five Hundred Only) plus 1 per cent of the claim amount over and above Rs.1,00,00,000 (Rupees One Crore only)	Rs.3,27,500/- (Rupees Three Lakhs Twenty Seven Thousand Five Hundred Only) plus 1 per cent of the claim amount over and above Rs.1,00,00,000 (Rupees One Crore only)	Rs.3,37,500/- (Rupees Three Lakhs Thirty Seven Thousand Five Hundred Only) plus 1 per cent of the claim amount over and above Rs.1,00,00,000 (Rupees One Crore only)
Above Rs. 10,00,00,000/- (Rupees Ten Crores only) upto Rs.20,00,00,000/ (Rupees Twenty Crores only)	Rs.12,17,500/- (Rupees Twelve Lakhs Seventeen Thousand Five Hundred Only) plus 0.75 per cent of the claim amount over and above Rs.10,00,00,000 (Rupees Ten Crore only)	Rs.12,27,500/- (Rupees Twelve Lakhs Twenty Seven Thousand Five Hundred Only) plus 0.75 per cent of the claim amount over and above Rs.10,00,00,000 (Rupees Ten Crore only)	Rs.12,37,500/- (Rupees Twelve Lakhs Thirty Seven Thousand Five Hundred Only) plus 0.75 per cent of the claim amount over and above Rs.10,00,00,000 (Rupees Ten Crore only)
Above Rs.20,00,00,000/- (Rupees Twenty Crores only)	Rs.19,67,500/- (Rupees Nineteen Lakhs Sixty Seven Thousand Five Hundred Only) plus 0.50 per cent of the claim amount over and above Rs.20,00,00,000 (Rupees Twenty Crore only) with a ceiling of Rs.30,00,000 (Rupees Thirty Lakhs only)	Rs.19,77,500/- (Rupees Nineteen Lakhs Seventeen Seven Thousand Five Hundred Only) plus 0.50 per cent of the claim amount over and above Rs.20,00,00,000 (Rupees Twenty Crore only) with a ceiling of Rs.30,00,000 (Rupees Thirty Lakhs only)	Rs.19,87,500/- (Rupees Nineteen Lakhs Eighty Seven Thousand Five Hundred Only) plus 0.50 per cent of the claim amount over and above Rs.20,00,00,000 (Rupees Twenty Crore only) with a ceiling of Rs.30,00,000 (Rupees Thirty Lakhs only)

**Note:-**

- (1) In the event, the arbitral tribunal is a sole arbitrator, he shall be entitled to an additional amount of twenty-five per cent on the fees payable as per the table set out above.
  - (2) In the event of claim and counter-claim, the Arbitrator's fee shall be calculated on the aggregate of the claim and counter-claim.
  - (3) The fee fixed in Rule No.44.1 is in respect of a single Arbitrator. The fee at the same rate shall be payable to any additional Arbitrator.
  - (4) Any Claim or dispute which is not valued in terms of money, shall attract a minimum fee of Rs.50,000/-; Rs.75,000/- and Rs.1,00,000/- for Retired District Judge, Expert and Lawyer; Retired High Court Judge and Designated Senior Lawyer and; Retired Supreme Court Judge, respectively and subject to the time limit prescribed in the Act, a further sum of Rs.5,000/-; Rs.7,500/- and Rs.10,000/- for Retired District Judge, Expert and Lawyer; Retired High Court Judge and Designated Senior Lawyer and; Retired Supreme Court Judge, respectively for every sittings of arbitral proceedings/hearing.
  - (5) In the event of an Arbitrator chosen from the panel of Arbitrators is from a place other than Ahmedabad, the party nominating such Arbitrator, shall alone bear all expenses of such Arbitrator for his participation in the Arbitration proceedings. If he is appointed by the Director, such expenses shall be shared equally by all parties.
- 44.2 The aforestated fee table will be applicable in all cases except where the Arbitrator(s) has/have been appointed under the Arbitration Agreement entered into by and between the parties to the dispute and the Agreement provides for the Arbitrator(s) fee, in which case the same shall apply and not the aforestated fee table.

**44.3 Administrative Expenses :-**

The parties shall deposit Administrative Expenses as indicated below, before the dispute is referred to the Arbitral Tribunal:

If the value of the claims/disputes does not exceed Rs.50,00,000/- (Rupees Fifty Lakhs only)	Rs.10,000/-(Rupees Ten Thousand only)
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If the value of the claims/disputes is between Rs.50,00,001/- (Rupees Fifty Lakhs and One only) and Rs.5,00,00,000/- (Rupees Five Crore only)	Rs.20,000/- (Rupees Twenty Thousand only)
If the value of the claims/disputes exceeds Rs.5,00,00,000/- (Rupees Five Crore only)	Rs. 30,000 (Rupees Thirty thousand only)

**Note:** Any Claim or dispute which is not valued in terms of money, shall attract a minimum deposit of Rs. 20,000/- (Rupees Twenty Thousand only).

In addition to the administrative expenses as above, the parties shall also pay a sum of Rs.3,000/- (Rupees Three Thousand only) per day (irrespective of the duration of the sitting on a given day) for the use of the facilities of the Centre on the days the Arbitral Tribunal holds its sittings at the Centre. The above expenses shall be shared by all the parties, equally.

44.4 In the event of the following circumstances occurring, the fees shall be paid to the Arbitral Tribunal in the manner indicated herein under:-

- A. In matters which are stayed or adjourned *sine die* or in cases which are pending before the Tribunal or like authorities.
- B. In the event of recusal by the Arbitrator.
- C. In the event of demise of the Arbitrator, fees will be paid to his legal heirs.
- D. Matters in which settlement is arrived at between the parties.
- E. In cases where proceedings are terminated or withdrawn.
- F. In matters where the mandate of the Arbitrator terminates by efflux of time as provided under Section 29A of the Act.

In matters where the mandate of the Arbitrator(s) terminates by efflux of time as provided in the Act.

Sr. No.	Stage of the case	Fee payable
i)	Preliminary Hearing	Not more than 5% of total fees.
ii)	Successful challenge to Arbitrator	Nil (and in no case more than 10% of total fees).*
iii)	Where pleadings have been completed	Not more than 10% of total fees.
iv)	Passing of an Interim Relief/Award	Not more than 20% of total fees.
v)	Framing of issues, if any/Admission denial of documents	Not more than 20% of total fees.
vi) a. vi) b.	Upon completion of Claimant's Evidence (CE).  Upon completion of Respondent's Evidence (RE), if any.	Not more than 50% of total fees.  Not more than 65% of total fees.
vii)	Upon conclusion of Final Arguments	75% of total fees.
viii)	After passing of Award	100% of total fees.

\* In cases where the Board of Governors finds that the challenge to the Arbitrator is not within reasonable time and the applicant is unable to provide any satisfactory explanation to the cause of delay, in those cases, up to 10% of the fee may be released to the Arbitrator.

**Note:**

- 1) Notwithstanding the above schedule, it shall be the discretion of the Board of Governors to fix/revise the fees payable to the Arbitrator on case to case basis.
- 2) In cases which are decided on preliminary issue, it shall be the discretion of The Board of Governors to release such fees of the Arbitrator as may be

deemed appropriate having regard to factors, which may include nature of the claim, number of hearings, etc.

3) In case the application under Section 16 is allowed by the Arbitrator, then the Arbitrator shall be entitled to the fees as payable up to that stage.

4) That for the sake of clarification, it may be noted that the slab applicable from the above table will only apply in case of conclusion of the relevant stage and in case it is not concluded, the previous slab shall be made applicable.

#### **45. ADDITIONAL FEES AND EXPENSES :-**

The Arbitral Tribunal shall be entitled to allow fees and expenses of witnesses, carriage of sample and examination of goods, if required, conveyance, hire, cost of legal or technical advice or proceedings in respect of any matter arising out of the arbitration incurred by the Arbitral Tribunal, and any other incidental expenses and charges in connection with or arising out of the reference or award as the Arbitral Tribunal shall, in its absolute discretion, think fit and the same shall form part of the Arbitral Award.

#### **46. FORM AND CONTENTS OF ARBITRAL AWARD :-**

- 46.1 An Arbitral Award shall be made in writing and shall be signed by the members of the Arbitral Tribunal.
- 46.2 Where there is more than one arbitrator, the Tribunal shall decide by a majority.
- 46.3 Unless agreed otherwise by the parties in writing, an Arbitral Award shall state the reasons upon which it is based, along with the date on which it was made and the seat of arbitration.
- 46.4 After the Arbitral Award is made, a signed copy shall be delivered to each party, by the Directorate as soon as possible. Additionally a copy may also be sent electronically through email.
- 46.5 The Arbitral Tribunal may, at any time during the arbitral proceedings, make an interim Arbitral Award on any matter with respect to which it may make a final Arbitral Award.

46.6 Unless otherwise agreed by the parties:

- (a) The costs of an arbitration shall be fixed by the Arbitral Tribunal.
- (b) The Arbitral tribunal shall specify :
  - (i) The party entitled to costs
  - (ii) The party who shall pay the costs
  - (iii) The amount of costs or the method of determining that amount, and
  - (iv) The manner in which the costs shall be paid.

46.7 The Arbitral Tribunal may award simple or compound interest on any sum which is the subject of the arbitration at such rates as the parties may have agreed or, in the absence of such agreement, as the Arbitral Tribunal determines to be appropriate, in respect of any period which the Arbitral Tribunal determines to be appropriate.

#### **47.CORRECTION OF AWARDS :-**

47.1 Within thirty (30) days of receipt of an Award, a party may, by written notice to the Director and to any other party, request the Arbitral Tribunal to correct in the Award any error in computation, any clerical or typographical error or any error of a similar nature. Any other party may comment on such request within fifteen (15) days of its receipt. If the Arbitral Tribunal considers the request to be justified, it shall make the correction within thirty (30) days of receipt of the request. Any correction, made in the Award or in a separate memorandum, shall constitute part of the Award.

47.2 The Tribunal may correct any error of the type referred to in Rule 47.1 on its own initiative within thirty (30) days of the date of the Award.

#### **48.TERMINATION OF PROCEEDINGS :-**

48.1 The arbitral proceeding shall be terminated by the final Arbitral Award or by order of the Arbitral Tribunal under sub-rule(2);

48.2 The Arbitral Tribunal shall issue an order for the termination of the arbitral proceedings where :

- a) The Claimant withdraws his Claim unless the Respondent objects to the order and the Arbitral Tribunal recognizes a legitimate interest on his part in obtaining a final settlement of the dispute.
- b) The parties agree on the termination of the proceedings.

- c) The Arbitral Tribunal finds that the continuation of the proceedings has, for any other reason, become unnecessary or impossible.

#### **49. EXCLUSION AND WAIVER OF LIABILITY :-**

The Centre, including the Director, Board of Governors, officers, employees or any Arbitrator, shall not be liable to any person for any negligence, act or omission in connection with any arbitration governed by these Rules.

#### **50. RESIDUARY PROVISIONS :-**

The Director may take appropriate decisions, as it considers necessary in respect of all matters, which are not specifically provided in these Rules.

**PART - VII**  
**GENERAL PROVISIONS**

**51. ACCOUNTS OF THE CENTRE :-**

Accounts of the Centre shall be maintained as per the Income Tax Act, 1961, as amended from time to time and Rules and Circulars issued there-under and by the Government.

**52. INTERPRETATION AND SCOPE OF THESE RULES :-**

In the event of any doubt arising with regard to interpretation of these Rules, the decision of the Board of Governors shall be final.

HIGH COUR OF GUJARAT,  
SOLA, AHMEDABAD-380 060.

DATE: FEBRUARY 15, 2021

(Sd/-) Illegible,

REGISTRAR GENERAL

**SCHEDULE - I****See Rule 10.1****How to Refer Disputes to the High of Gujarat Arbitration Centre, Ahmedabad**

Disputes may be referred to Centre, Ahmedabad through a procedure administered by the Centre in two ways:

1. By insertion of a clause in a contract providing for the reference of all disputes in relation to or arising out of that contract between the parties.
2. By a separate agreement providing for the reference of an existing dispute to Arbitration Centre, Ahmedabad for arbitration in accordance with its rules.

**CLAUSE TO BE INCLUDED IN THE CONTRACTS TO BE ENTERED FOR INSTITUTIONAL ARBITRATION:**

Any claim, dispute or difference relating to or arising out of this agreement shall be referred to the arbitration of the Arbitration Centre, Ahmedabad currently functioning in the High Court Complex, Sola, Ahmedabad, which will appoint the sole Arbitrator and will conduct the Arbitration in accordance with its rules for conduct of Arbitration proceedings. In the event, if the parties desire to appoint three arbitrators, then while each of the parties shall appoint one Arbitrator, the Centre will appoint the third arbitrator who shall act as the Presiding Arbitrator. Such arbitration shall be the sole and exclusive remedy between the parties with respect to all such disputes. The arbitration shall take place in the Arbitration Centre, Ahmedabad, High Court Complex, Sola, Ahmedabad, Gujarat and the proceedings shall be in English. The arbitration award shall be final and binding the parties.

**SCHEDULE - II****See Rule 2.1(m) and Rule 10.2****Joint Memorandum of the Parties to the Arbitration:**

This agreement made on this day of \_\_\_\_\_ month, \_\_\_\_\_ (year), between \_\_\_\_\_ (full address of the party to be given) of ONE PART and \_\_\_\_\_ (full address of the party to be given) of the OTHER PART.

WHEREAS certain disputes have arisen and are subsisting between the aforesaid parties in relation to \_\_\_\_\_ (details of contract).

AND WHEREAS the parties agree to submit the aforesaid dispute(s) for being resolved by arbitration in accordance with the High Court of Gujarat Arbitration Rules.

Now the parties hereby agree as follows:

The parties agree to submit their dispute(s) to arbitration in accordance with the High Court of Gujarat Arbitration Rules.

The arbitrator(s) shall be appointed in accordance with the High Court of Gujarat Arbitration Rules.

The place of arbitration shall be the the High Court of Gujarat Arbitration Centre, Ahmedabad.

In Witness Whereof, this agreement has been signed on this \_\_\_\_\_ Day of \_\_\_\_\_ Month of \_\_\_\_\_ (year) at \_\_\_\_\_ by ...

1. \_\_\_\_\_ for and on behalf of \_\_\_\_\_

2. \_\_\_\_\_ for and on behalf of \_\_\_\_\_

**SCHEDULE – II-A****See Rule 6.1(g)****Joint Memorandum of the Parties to the Arbitration:**

The parties hereby agree that their dispute shall be decided by the Arbitrator chosen by us and shall be governed by the independent procedure. Therefore, parties may be allowed to use the facilities available at the Centre. Parties are willing to pay Rs..... for this sitting.

In Witness Whereof, this agreement has been signed on this \_\_\_\_\_ Day of \_\_\_\_\_ Month of \_\_\_\_\_ (year) at \_\_\_\_\_ by ...

1. \_\_\_\_\_ for and on behalf of \_\_\_\_\_

2. \_\_\_\_\_ for and on behalf of \_\_\_\_\_

**SCHEDULE – III****See Rule 7.1****Curriculum Vitae of the Arbitrator**

For use of Arbitration Centre (Domestic and International), High Court of Gujarat.



1. Name : \_\_\_\_\_
  2. Date of birth : \_\_\_\_\_
  3. Address with contact Nos. and email :  
\_\_\_\_\_  
\_\_\_\_\_
  4. Qualifications and experience: (additional information if any may be supplemented)  
\_\_\_\_\_  
\_\_\_\_\_
  5. Type of cases which the your goodself may prefer to be entrusted with  
Place : \_\_\_\_\_  
Date : \_\_\_\_\_ Signature: \_\_\_\_\_  
Personal Address :-  
\_\_\_\_\_  
\_\_\_\_\_
- Telephone : \_\_\_\_\_

**SCHEDULE – IV****See Rule 15.1****Arbitrator's Declaration of Acceptance and Statement of Independence  
I, the undersigned**

Name : \_\_\_\_\_

First Name : \_\_\_\_\_

**ACCEPTANCE :-**

Hereby declare that I accept to serve as arbitrator under The *Arbitration Centre (Domestic and International), High Court of Gujarat Rules, 2021* in the instant case. In so declaring, I confirm that I have familiarized myself with the requirements of the Rules of the Centre and I am capable and available to serve as an Arbitrator in accordance with all the requirements of the Rules of the Centre and accept to be remunerated in accordance therewith. I accept that the obligation to disclose any facts or circumstances which may call into question my independence or impartiality in the eyes of any of the parties shall remain binding on me till the arbitration proceedings are finally concluded.

Please tick the boxes as may be applicable:

I am independent of each of the parties and intend to remain so; to the best of my knowledge, there are no facts or circumstances, past or present, that need be disclosed for they might be of such nature as to call into question my independence or impartiality in the eyes of any of the parties.

**OR**

I am independent of each of the parties and intend to remain so; however I wish to call your attention to the following facts or circumstances which I hereafter disclose because they might be of such a nature as to call into question my independence or impartiality in the eyes of any of the parties. (Use separate sheet if necessary).

**NON - ACCEPTANCE :-**

Hereby declare that I decline to serve as arbitrator in the subject case. (If you wish to state the reasons please do so).

Date: \_\_\_\_\_ Signature : \_\_\_\_\_

**SCHEDULE – V****See Rule 35.2****Model Agreement for Summary Procedure**

This agreement is between (name and address of the initiating party) and \_\_\_\_\_ (name and address of the other party or parties).

IN THE MATTER RELATING TO \_\_\_\_\_ The parties to this Agreement agree as follows:

WHEREAS the parties desire to resolve their disputes by the \_\_\_\_\_ Arbitration Centre following its Summary Procedure.

WHEREAS the parties hereby undertake to dispense with the requirement of oral evidence and agree that the Arbitration Proceedings be held on the basis of documents only.

WHEREAS the parties hereby waive their right to present oral evidence and agree that the award made by the Arbitral Tribunal following the Summary Procedure of the Centre shall be final and binding on the parties.

AND WHEREAS the parties hereby undertake to strictly adhere to the time schedule drawn up for hearing under the Summary Procedure.

IN WITNESS WHEREOF, THIS Agreement has been signed on this \_\_\_\_\_ Day of \_\_\_\_\_ Month of \_\_\_\_\_ (year) at \_\_\_\_\_ by ...

1. \_\_\_\_\_ for and on behalf of \_\_\_\_\_.

2. \_\_\_\_\_ for and on behalf of \_\_\_\_\_.

HIGH COUR OF GUJARAT,  
SOLA, AHMEDABAD-380 060.

(Sd/-) Illegible,

DATE: FEBRUARY 15, 2021

REGISTRAR GENERAL